Arizona Tariff C.C. No. 1 USF Supported Wireless Services

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INFORMATIONAL TARIFF APPLICABLE TO USF SUPPORTED WIRELESS SERVICES WITHIN NON-RURAL SERVICE AREA OF QWEST-AZ (SAC 455101) **ISSUED BY** SPRINTCOM, INC., SPRINT SPECTRUM, L.P. AND WIRELESSCO, L.P., d/b/a SPRINT PCS

> Arizona Corporation Commission Arizona Tariff C.C. No. 1 USF Supported Wireless Services

This informational tariff is provided for informational purposes only and the rates herein are subject to change. Sprint PCS is exempt from tariffing requirements pursuant to 47 U.S.C. § 322(c)(3).

ISSUED:

State Tariffs 06-01-04 6450 Sprint Parkway Overland Park, Kansas 66251

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APPLICATION OF TARIFF

This tariff is provided for informational purposes only and contains the regulations, rates and charges applicable to the Company's USF Supported Wireless Services in the areas in Arizona for which the Company is designated as an Eligible Telecommunications Carrier.

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EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- To signify a "Change" in existing rate and/or regulation. C -
- D -To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- To signify a rate "Increase."
- To signify matter "Moved/Relocated" within the tariff with no change to the material. M -
- To signify "New" text, regulation, service, and/or rates.
- To signify a rate "Reduction." R -
- To signify a "Text Change" in tariff, but no change in rate or regulation.
- To signify a correction. Z -

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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1. Applicable Service Territory

The territory to which this tariff applies includes the portions of the wire centers of Qwest - AZ (SAC 455101) service area set forth in Appendix 1 hereto.

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2. General Regulations

2.1 Scope

- A. The Company undertakes to provide the services offered in this Tariff under the terms and conditions and at the rates and charges specified.
- B. The Company's services are available for use twenty-four hours per day, seven days per week, subject to transmission, atmospheric and topographic conditions. The Company reserves the right to limit the length of communications or to discontinue furnishing service to the customer because of the lack of transmission medium capacity, the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of service, or any cause beyond its control.

2.2 Terms and Conditions

- A. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the services and the terms and conditions under which service shall be furnished. Customers will also be required to execute any other documents as may be reasonably requested. The terms and conditions specified in such written agreements or other documents shall prevail over any terms and conditions specified in this informational tariff that may differ or in circumstances not addressed by this informational tariff.
- B. Except as otherwise stated in the Customer's Service Plan, at the expiration of the initial term specified in each written agreement or service order, or in any extension thereof, service shall continue on a month-to-month basis, unless terminated in accordance with the terms and conditions of service. Any termination shall not relieve the Customer of its obligation to pay any charge incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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2. General Regulations (Continued)

2.3 Limitation of the Company's Liability

- A. The liability of the Company for damages arising directly or indirectly out of the furnishing of services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances, if any, for interruption. Any credit for interrupted services will be no greater than the monthly recurring charge. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized user and the sole liability of the Company. The Company will not be liable for any direct, indirect, special, consequential, exemplary or punitive damages a customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- B. Because the customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

2.3 Limitation of the Company's Liability (Continued)

- D. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.
- E. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions of this tariff.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff.
- G. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the use of the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- H. The Customer shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.
- The Company is not liable for any damages, including usage charges, the customer may incur as a result of the unauthorized use or misuse of the company's services or the customer's equipment. This unauthorized use of misuse includes, but is not limited to, the placement of calls through the customer's equipment or by the customer's employees, third parties, or the public.
 - The Company does not warrant or guarantee that it can prevent unauthorized use or misuse, and the customer is responsible for controlling access to, and use of its equipment and services.
- J. The Company shall not be liable for damages resulting from delays in meeting any service
- K. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.3 Limitation of the Company's Liability (Continued)

2.3.1 N11 Liability

- A. N11 Services (i.e. 911, 711, etc.), except for 411, are offered solely as an aid in handling assistance calls in connection with fire, police and other emergency and non-emergency calls. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
 - 1. mistakes or omissions, interruptions, delays, errors or other defects in the provision of service; or
 - 2. installation, operation, failure to operate, eminence, removal, presence, condition, local or use of any equipment furnishing this service; or
 - 3. any person who dials or attempts to dial the digits "9-1-1" or to any person who may be affected by the dialing of the digits "9-1-1".
- B. The Company is not responsible for any infringement, or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service and non-emergency N11 service features and equipment associated therewith, or by any services furnished by the Company, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, to the employees or agents of any one of them.
- C. When a Customer places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.
- D. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms set forth in this section and other sections of this Tariff. The Company shall not be liable to any person or entity for any damages whatsoever resulting from or in connection with the provision of access to 911 Service during the temporary denial of a subscriber's service for non-payment.

2.4 Prohibited Uses

- A. The services and equipment the Company offers shall not be used in any unlawful, fraudulent and abusive manner.
- B. The Customer may not resell or lease the Company's services or equipment to any other, person, firm, corporation or government entity.
- C. A Customer may not use the services so as to interfere with or impair service over any associated equipment, or so as to impair the privacy of any communications over such associated equipment.
- D. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false call or credit cards is prohibited.
- E. The Company may, without obtaining any further consent from the customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, or disposition without consent shall be null and void.

2.5 Obligations of the Customer

2.5.1 Customer Responsibilities

- A. The Customer is responsible for the payment of all applicable charges as set forth in the terms of their agreement.
- B. The Customer must be at least 18 years old to subscribe to the Company's Services. The Company may require the Customer to provide proof of age and identity. Persons under 18 years old may be eligible for certain services that have Account spending limits, provided that another person 18 years or older is named as a subscriber on the account and that subscriber agrees to abide by the terms and conditions as set forth in the customers agreement.
- C. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies with respect to the invoice within 15 days or the period indicated on the invoice. The customer must notify the Company of any disputed charges by contacting the PCS Customer Service Solutions or in accordance with the disputed invoice procedures listed on the customer's invoice. Calls to the Company's general business offices or sales offices are not considered notice of disputed charges.

Obligations of the Customer (Continued)

2.5.2 Claims

- A. The Customer or authorized user shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent infringement, and proprietary or intellectual property rights of third parties arising from use of equipment or services the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any Commission or omission by the Customer or authorized user in connection with the service. In the event that any such infringing use is enjoined, the Customer or authorized user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or authorized user shall defend, on behalf of the Company and upon request by the Company, any suit brought for claims asserted against the Company for any slander, invasion of privacy, libel, infringement, or other claims arising from the Customer's own communications.
- B. The customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.6 Application for Service

2.6.1 General

A. Customers may be required to enter into written agreements which shall contain or reference a specific description of the service(s) ordered, the rate(s) to be charged, the duration of the services and the terms and conditions under which service shall be furnished. Customers will also be required to execute any other documents as may be reasonably requested.

2.6 Application for Service (Continued)

2.6.1 General (Continued)

- B. Requests from Customers for additional services or equipment may be made orally or in writing and, upon approval or installation of the service, become part of a the original contract, except that each such additional item or service is subject to the appropriate rates, terms and conditions then in effect.
- C. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.
- D. The Company's services may be canceled, without, notice for nonpayment of uncontested bill charges or for other violations of the Customer's agreement.

2.6.2 Customer Agreement

Customers may be eligible for either a fixed length PCS Service Plan ("Term Service Plan") or for a month-to-month Service Plan ("Non-Term Service Plan"). Unless otherwise specified, Customers must maintain service with the Company for the length of the Term Service Plan.

2.7 **Explanation of Charges**

- A. For most forms of wireless service, the Customer will be charged from the time initial contact is made between the Customer's phone or other wireless device and the network until the network connection is broken, whether or not the Customer is successful in connecting with the service desired, even if the connection is later broken or dropped.
- B. Customers are charged for completed calls to their number from the time shortly before the phone starts ringing until the call is terminated. Customers will be charged peak rates for the entire duration of calls initiated or received during the peak period and will be charged off-peak rates for the entire duration of calls initiated or received during the off-peak period.

Explanation of Charges (Continued) 2.7

- D. In addition to usage charges, the customer may be charged for monthly recurring service charges, applicable local and long distance toll charges and other usage charges including but not limited to, voicemail access, call waiting, call forwarding, connection fees, roaming charges, directory assistance, surcharges related to governmental programs and taxes.
- E. Charges for most services are incurred in one-minute increments, unless specified in the Customer's agreement, with partial minutes of use rounded to the next minute. The customer is responsible for payment of each invoice by the specified due date, for all charges for services provided to the number for each phone or other device that the Company's records show that the Customer activated, regardless of who uses or has possession of the phone or other device at the time services are provided.

Payment Arrangements 2.8

2.8.1 General

- A. The Customer is responsible for payment of all charges for services furnished, including charges for services originated, or charges accepted. This Customer responsibility also includes charges associated with the fraudulent use of services regardless of who uses or has possession of the phone or other device at the time services are provided.
- B. The Customer shall pay the amount(s) as specified for the Service Plan subscribed to for the services provided. Fixed recurring charges shall be billed in advance after the service date is activated and will be due no later than the bill due date specified on the invoice.
- C. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than the bill due date. Any amount not received within this period will be subject to the Company's late payment charge. The Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 15 days of receipt of each invoice. In the event the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the Customer's usage of services during the period in question for billing purposes.

2.8 Payment Arrangements (Continued)

2.8.1 General (Continued)

D. The Company will not prorate the monthly recurring charge for services that are terminated by the Company or the Customer before the end of the current invoicing cycle, and the Customer will not receive a credit or refund for any unused minutes remaining in the Customer's Service Plan.

Billing and Collection of Charges 2.8.2

- A. Bills are due and payable on the due date displayed on the Customer's bill. A late payment charge will be applied if payment is not received by the Company on or before the due date.
- B. For Customers who have authorized payment for services and equipment by credit card or electronic form of payment for services or equipment provided, the Company is not require to provide notice or obtain consent before invoicing the credit card or debiting the bank account for all amounts due to the Company or billed by the Company on behalf of a third party.

2.8.3 Account Spending Limit

The Company will inform the Customer if services are to be provided using an Account Spending Limit and the Account Spending Limit amount before services are initiated, or as reasonably practical after the limit is imposed. The Company may require the Customer provide a deposit for the customer to establish or maintain service on an Account Spending Limit basis. The Company will hold the deposit as a partial guarantee of payment for services provided. Charges for services provided accrue against the Account Spending Limit as they incur. In addition, the Company may impose a nonrecurring Account Spending Limit fee to initiate service.

The Company may suspend services without prior notice when the Customers account balance reaches the Account Spending Limit. The Company will restore service to the Customer, when the Customer has paid all applicable charges and paid a specified minimum amount to reduce the account balance below the Account Spending Limit.

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2. General Regulations (Continued)

2.8 Payment Arrangements (Continued)

2.8.4 Clear Pay

Customer's who agree to subscribe to the Company's services as a Clear Pay Customer, may be required to provide a deposit in order to establish or keep services. The Company will hold the deposit as partial guarantee of payment for services. The Company may suspend services without prior notice immediately when the customer's bill becomes past due or if the unpaid usage exceeds \$125 or another amount specified as determined by the Customer's past credit or usage history, or as stated elsewhere in this tariff, services and coverage may be limited in certain ways for Clear Pay customers. The Customer is liable for all charges for services whether or not the services are suspended or terminated.

2.8.5 Late Payment Charge

A late payment charge of 5 percent per month shall apply to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

A Customer shall not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute.

If the Customers service has been suspended due to nonpayment, the customer may be required to pay a reactivation fee before service is resumed.

2. General Regulations (Continued)

2.8 Payment Arrangements (Continued)

2.8.6 Deposits

The Company may, in order to safeguard its interest, require a Customer (excluding Lifeline Customers) to make a suitable deposit to be held by the Company as a guarantee of the payment of charges or for service. The Company may change the deposit amount at any time to reflect revised estimated monthly charges based upon the Customer's usage. A deposit may not be used to pay any invoice (unless it is used to pay a final invoice) or delay payment. The deposit amount, the length of time the Company will hold the deposit and changes to the deposit amount are determined based on the Customer's credit and payment history but in no event will an individual Customer's deposit requirement exceed \$500.00, nor will the Company hold the deposit for longer than one year. If services are terminated for any reason, the Company may, without notice to the Customer, apply the deposit toward payment of outstanding charges and return any excess to the Customer at the last known address within 75 days after termination of services. If the U.S. Postal Service cannot deliver the money to the Customer and returns it to the Company, the Company will hold it for the Customer for one year from the date of return and, during that period, the Company may charge a servicing fee against the deposit balance. Any money held during this one-year period will not accrue interest for the Customer's benefit. The Customer forfeits any portion of the money left after the oneyear period.

2.8.7 Credit

The Customer must have and maintain satisfactory credit to receive and continue to receive services provided by the Company. The Company will verify the Customer's creditworthiness before service is initiated and may verify continued creditworthiness at anytime while the Customer continues to subscribe to the Company's services. Credit verification may include a review of the Customer's credit reports that the Company obtains from credit bureaus. If the Company determines that payment for services may not be made by the Customer, the Company may at its discretion suspend service and require that the Customer provide payment on the account or a guarantee of payment before Company resumes service.

2.8.8 Phone Activation Fee

The Company may require the Customer to pay a non-refundable phone activation fee when the Customer activates a new number, switches the number to a different phone, have the existing number changed, the Company activates a different phone on the Customer's existing account or in accordance with the terms and conditions as set forth in the Customer's agreement.

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2.9 Non-Sufficient Funds

Any negotiable payment instrument submitted in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per negotiable payment instrument.

Receipt of a Non-Sufficient Funds Check by the Company, in response to a notice of discontinuance, shall not constitute payment of the Customer's account and the Company will not be required to issue additional notice prior to discontinuance. However, three banking days must be allowed for redemption of such instrument.

NSF Charge

2.10 Termination of Service

- A. Non-Term Service Plan Customers may terminate their service at any time by providing the Company with notice either orally or in writing. Customer subscribing to a Term Service Plan that terminate their service before the end of the term, or if the Company terminates service for cause before the expiration of the specified Term Service Plan, the Customer will be required to pay the early termination fee as specified in the Customer's Term Service Plan agreement.
- B. The Company may terminate or suspend service to Customers, regardless of whether they are subscribed to a Non-Term or Term Service Plan without liability for the following:
 - 1. The Customer breaches any provision of the agreement including, but not limited to, nonpayment of charges for services furnished.
 - 2. Failure by the Customer to pay any charges due to the Company for equipment or service as specified in the Customer's Service Plan agreement.
- C. The Company will not prorate the monthly recurring charge for services that are terminated by the Company or the Customer before the end of the current invoicing cycle, and the Customer will not receive a credit or refund for any unused minutes remaining in the Customer's Service Plan.
- D. The Company will waive the early termination fee if a Customer subscribing to a Term Service Plan terminates the plan in accordance with the return policy associated with the Term Service Plan.

2. General Regulations (Continued)

2.11 Taxes, Fees and Surcharges

The Customer is responsible for payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers in the affected jurisdictions.

2.12 Coverage

The Company's services are only available within the operating range of the Sprint Nationwide PCS Network. Coverage is not available everywhere. Coverage and quality of the Company's services may be affected by conditions beyond the Company's control, including network problems, signal strength, the Customer's equipment, and atmospheric, geographic, or topographic conditions. The Company does guarantee service availability or interruption in delays in services (e.g. dropped calls, blocked calls, etc.).

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ORIGINAL

3. Lifeline Assistance Program

3.1 Federal Lifeline Program

The Lifeline Program is intended to increase the availability of telecommunications services to low income customers by providing a credit to monthly recurring service for qualifying customers. Lifeline discounts are available for one subscriber per household at the subscriber's principal place of residence. Basic terms and conditions are in compliance with the FCC's orders, rules, regulations, and policies.

3.2 Lifeline Services

Sprint PCS's Lifeline and Link-Up Wireless Service Plan includes, at a minimum, the following services:

- 1. Access to the Public Telephone Network, Single-Party Service and Local Usage.
- 2. Dual-Tone Multi-Frequency ("DTMF") Signaling or its Functional Equivalent.
- 3. Access to Emergency Services/911.
- 4. Access to Long Distance, except that 900 numbers shall not be accessible.
- 5. Access to Directory Assistance.
- 6. Access to Operator Services.
- 7. Voicemail.
- 8. Caller ID.
- 9. Three-Way Calling.
- 10. Call Waiting.

Call Forwarding is also available for an additional per-minute rate.

3.3 Supported Amount

The Lifeline Assistance Program is supported by the Federal Universal Support Mechanism and is designed to increase the availability of telecommunications services to low income subscribers by providing a credit for monthly recurring service to qualifying residential subscribers. Basic terms and conditions are in compliance with the Telecommunications Act of 1996. Federal Lifeline support of \$6.50 is available for each Lifeline Service and is passed through to the subscriber. Supplemental Federal Support of \$1.75 is available for a total credit of \$8.25 each month per qualifying subscriber.

Tribal Lifeline provides an additional baseline Federal support of up to \$25.00, in addition to the Federal support of \$8.25 for eligible customers living on reservations as defined by the Bureau of Indian Affairs (BIA) regulations. The monthly recurring service charge may not fall below \$1.00.

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3. <u>Lifeline Assistance Program</u> (Continued)

3.4 Link-Up Program

The Link-Up Program is a connection assistance plan that provides reduced charges for qualifying customers for access to the network. The rates for initial installation/activation of service already include credits reflecting the Federal low-income support that the Company receives for providing the service. Only one Link-Up credit is available to each qualifying household. The Link-Up credit available for this Plan, which has an Initial Set-Up Fee of \$36.00 per phone, is \$18.00.

Customers who qualify for Tribal Lifeline are eligible to receive an additional expanded Link-Up benefit of up to \$70.00, in addition to the Link-Up credit. The additional benefit of up to \$70.00 will apply toward 100% of the Initial Set-Up Fee.

3.5 Eligibility for Lifeline and Link-Up Services

A. Federal Eligibility Requirements

A single low-income credit is available for each household and is applicable to a single wireless phone only. The named customer must be a current recipient of any of the following low-income assistance programs: Medicaid; Food Stamps; Supplemental Security Income; Federal Public Housing Assistance; or Low-Income Home Energy Assistance Program (LIHEAP).

B. Tribal Lifeline/Linkup

A single low income credit is available for each household and is applicable to a single wireless phone. The named customer must live on a reservation and participate in one of the following programs: Bureau of Indian Affairs General Assistance Program, Tribally Administered Temporary Assistance for Needy Families block grant program, Head Start programs (only for those meeting its income qualifying standard), or National School Lunch Program's free lunch program.

C. Self-Certification

Each Lifeline, Tribal Lifeline or Link-Up customer must certify in writing to the Company, under penalty of perjury, that he/she receives benefits under one or more of the programs set forth in Section 3.5. A or B hereof, above, and must, on the same document, agree to notify the Company if he/she ceases to participate in one or more of the programs. The certification form shall conform to the requirements described herein and shall be made available upon request to any customer. The Company shall retain all such customer certifications in order to furnish proof of customer eligibility as may be required from time to time by Universal Service administrators. A subscriber to Lifeline Assistance may not be a dependent for Federal Income Tax purposes unless he/she is more than 60 years old.

D. Usage Limitation

The Company will limit spending on each account at \$75.00.

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3. <u>Lifeline Assistance Program Description</u> (Continued)

3.6 Other Terms and Conditions

A. Disconnect Policy

Lifeline Assistance will not be disconnected for non-payment of usage charges; however, if the monthly spending limit on an account is reached and outstanding bills are not paid, the Company may suspend the customer's service, which will prevent placement of calls other than calls to 911. Lifeline Assistance will not be connected if the customer owes an outstanding balance.

B. Deposits

The Company does not require deposits.

C. Federal Universal Service Charges

The Federal Universal Service Charge will not be billed to Lifeline customers.

D. Monthly Spending Limit

The monthly spending limit on each account will be \$75.00 for Lifeline customers.

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3. Lifeline Assistance Program (Continued)

3.7 Rates and Charges

A. Lifeline Service Plan

Monthly Access Charge – Lifeline Plan \$21.50 Monthly Access Charge – Tribal Lifeline Plan \$1.00

B. Usage

The Lifeline Service Plan includes 300 "Anytime" PCS minutes, and 1000 additional "Night and Weekend" minutes. Nights are 9:00 PM to 7:00 AM; Weekends begin at 9:00 PM Friday, and end Monday at 7:00 AM.

Additional Minutes, per minute rate \$.40

C. PCS Directory Assistance

PCS Directory Assistance, Per Call \$1.25

D. Roaming Charges

Roaming Charge (non-Sprint PCS Network), per minute \$.50

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4. Service Plans

4.1 Sprint PCS Free and Clear Plans

A. Description

Sprint PCS Free and Clear Plans include a block of "Anytime" minutes and a block of additional "Night and Weekend" minutes for a fixed monthly recurring charge. Nights are 9:00 p.m. to 7:00 a.m.; Weekends begin at 9:00 p.m. Friday and end Monday at 7:00 a.m. The Company's service cannot be used to originate calls to caller-paid information services (e.g., 900, 976). Calls to these numbers and other numbers used for caller-paid information services will be blocked. Customers may subscribe to either Month to Month or a Term Service Plan. Additional Optional Features as specified in Section 5 may require subscription to a Term Service Plan.

All Sprint PCS Free and Clear Plans include the following features while on the Sprint Nationwide PCS Network:

Voicemail
Caller ID
Call Waiting
Numeric Paging
Three-Way Calling (Normal airtime rates apply for both calls)
Long Distance
Call Forwarding (Per minute usage rates apply)
Directory Assistance (Per call charges apply)

B. Rates and Charges

The rates and charges for Sprint PCS Free and Clear Plans can be found at www.sprintpcs.com.

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4. Service Plans (Continued)

4.2 Roaming

A. <u>Description</u>

Off-network roaming allows Customers to make calls, receive calls, and check voicemail while off the Sprint Nationwide PCS Network. Roaming requires a dual-band phone or dual-band/tri-mode phone. Most phone features are still available while roaming, however Sprint PCS VisionSM, Caller ID, Call Waiting, and other services will not be available. Customers control the ability to roam, and the roaming charges incurred.

B. Rates and Charges

The rates and charges for Roaming can be found at www.sprintpcs.com.

4.3. Optional Features

4.3.1 Description

A. Voice Command

PCS Voice Command is an optional service that allows Customers to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from the Customers number using the Voice Command feature begin when the Customer presses or activates the TALK or similar key(s) and end when the call is terminated by hitting the END key or by returning to the Voice Command platform. If the Customer initiates and completes another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into the Voice Command address book will incur additional charges.

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4.3 Optional Features (Continued)

4.3.1 <u>Description</u> (Continued)

B. Voicemail

Customers will incur airtime usage charges when accessing voicemail from their PCS Phone. Charges for accessing text messages from the Customer's PCS Phone may also apply. Customers may access voicemail without incurring airtime usage charges by checking voicemail from a wireline phone. The Company may impose limits on the number of voicemail or text message that can be retained from the PCS account subscribed to. Audible or visual indicators of text or voicemail messages, including mailbox icons on the Customer's PCS Phone, may not always provide an up to date indication of new messages. In certain instances, the Customer may be required to manually reset or clear the mailbox indicator.

C. Caller ID

Allows a Customer to view the calling party directory name and/or calling party number on incoming telephone calls. Customers have the ability to block the number assigned to the Customer's phone on a per call basis by dialing *67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call you make. Caller ID display on incoming calls to your Number depends on receiving the information from the calling party. Customers must contact the PCS Customer Service Solutions for information about automatic Caller ID blocking.

D. Sprint PCS Ready LinkSM

Allows Cusomters the ability to have a quick, two-way, "walkie-talkie-style" communication across the enhanced Sprint Nationwide PCS Network. Sprint PCS Service Plan minutes are not applicable when Customers use Sprint PCS Ready Link.

E. Three Way Calling

Allows the customer to add a third party to an established connection on both outgoing and incoming calls without operator intervention. If one of the parties called disconnects during the call, the remaining party stays connected. If the customer initiated the call and disconnects the call, all callers are disconnected. When using Three-Way Calling, normal airtime charges apply for both of the calls.

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4.3 Optional Features (Continued)

4.3.1 <u>Description</u> (Continued)

F. Call Forwarding

Allows all incoming calls to be forwarded to the phone number the Customer specifies rather that the voicemail box. Customers have the otpion to activate and deactivate Call Forwarding at any time and can continue to make calls with Call Forwarding activated. Additional per mintue charges applyin addition to any applicable long distance charges.

G. Call Waiting

Provides a tone signal to indicate to the subscriber who is already engaged in a call that a second caller is attempting to dial in. Call Waiting permits the subscriber to place the first call on hold and answer a waiting call and may alternate between the two calls. The Customer may disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Call Waiting is automatically reactivated when the Customer disconnects from the call.

H. Numeric Paging

Customers may receive numeric pages instead of voicemail. When numeric paging is turned on, the customer's voicemail will instruct callers to either leave a voice or numeric page.

4.3.2 Rates and Charges

The rates and charges for Optional Features and Services can be found at www.sprintpes.com

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4.4 Directory Assistance and Operator Services

4.4.1 <u>Description</u>

Provides customers with access to a variety of information, including but not limited to, phone numbers, driving directions and show times by dialing 411. Customers can receive up to three requests per call and can be automatically connected at no additional charge.

4.4.2 Rates and Charges

The rates and charges for Directory Assistance and Operator Services can be found at www.sprintpcs.com.

5. Promotional Offerings

The Company may, from time to time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations.

Appendix 1 Page 1

Appendix 1: Covered Wire Centers

Qwest - Arizona (SAC 455101)

Wire Center Name	CLLI Code
_	
AGFIAZSR	SUNRISE
CHNDAZMA	CHANDLER MAIN
CHNDAZSO	CHANDLER SOUTH
CHNDAZWE	CHANDLER WEST
CTWDAZSO	COTTONWOOD-SOUTH
GDYRAZCW	COLDWATER
GLDLAZMA	GLENDALE MAIN
HGLYAZMA	HIGLEY
LTPKAZMA	LITCHFIELD PARK
MESAAZGI	GILBERT
MESAAZMA	MESA
PHNXAZ81	PHOENIX-FOOTHILLS
PHNXAZBW	PHOENIX-BETHANY WEST
PHNXAZCA	PHOENIX-CACTUS
PHNXAZEA	PHOENIX-EAST
PHNXAZGR	PHOENIX-GREENWAY
PHNXAZLV	PHOENIX-LAVEEN
PHNXAZMA	PHOENIX-MAIN
PHNXAZMR	PHOENIX-MID RIVERS
PHNXAZMY	MARYVALE
PHNXAZNE	PHOENIX-NORTHEAST
PHNXAZNO	PHOENIX-NORTH
PHNXAZNW	PHOENIX-NORTHWEST
PHNXAZPP	PHOENIX-PECOS
PHNXAZPR	PHOENIX-PEORIA
PHNXAZSE	PHOENIX-SOUTHEAST
PHNXAZSO	PHOENIX-SOUTH
PHNXAZSY	PHOENIX-SUNNYSLOPE
PHNXAZWE	PHOENIX-WEST
SCDLAZMA	SCOTTSDALE MAIN

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Appendix 1: Covered Wire Centers (Continued)

Qwest - Arizona (SAC 455101)

Wire Center Name	CLLI Code
SCDLAZSH	SHEA
SCDLAZTH	THUNDERBIRD
SPRSAZWE	SUPERSTITION WEST
TCSNAZCR	TUCSON CRAYCROFT
TCSNAZEA	TUCSON EAST
TCSNAZFW	FLOWING WELLS
TCSNAZSE	TUCSON SOUTHEAST
TCSNAZSO	TUCSON SOUTH CAP
TEMPAZMA	TEMPE MAIN
TEMPAZMC	MCCLINTOCK
TLSNAZMA	TOLLESON
YUMAAZFT	YUMA FORTUNA
YUMAAZMA	YUMA
ASFKAZMA	ASHFORK
BISBAZMA	BISBEE
BLCNAZMA	BLACK CANYON
BNSNAZMA	BENSON
BNSNAZSD	SAINT DAVID
BRDSAZMA	BEARDSLEY
CHVYAZMA	CHINO VALLEY
CLDGAZMA	COOLIDGE
CMVRAZRR	RIMROCK
CRCYAZNM	CIRCLE CITY
CRNDAZMA	CORONADO
CSGRAZMA	CASA GRANDE
CTWDAZMA	COTTONWOOD-MAIN
CVCKAZMA	CAVE CREEK
DGLSAZMA	DOUGLAS
DRVYAZNO	DEER VALLEY NORTH
ELOYAZO1	ELOY

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Appendix 1: Covered Wire Centers (Continued)

Owest - Arizona (SAC 455101)

Wire Center Name	CLLI Code
FLGSAZEA	FLAGSTAFF EAST
FLGSAZMA	FLAGSTAFF MAIN
FLGSAZSO	FLAGSTAFF SOUTH
FLRNAZMA	FLORENCE
FTMDAZMA	FORT MCDOWELL
GLBNAZMA	GILA BEND
GNVYAZMA	GREEN VALLEY
HGLYAZQC	QUEEN CREEK
HMBLAZMA	HUMBOLDT
MARNAZO2	MARANA WEST
MARNAZO3	MARANA SOUTH
MARNAZMA	MARANA MAIN
MRCPAZMA	MARICOPA
MSPKAZMA	MUNDS PARK
NGLSAZMA	NOGALES
NGLSAZMW	NOGALES MIDWAY
NWRVAZMA	NEW RIVER
PLMNAZMA	PALOMINAS
PRSCAZEA	PRESCOTT EAST
PRSCAZMA	PRESCOTT MAIN
PRVYAZPP	PINNACLE PEAK
PTGNAZMA	PATAGONIA
PYSNAZMA	PAYSON
SEDNAZMA	SEDONA
SEDNAZSO	SEDONA SOUTH
SMTNAZMA	SOMERTON
SPRSAZEA	SUPERSTITION EAST
SPRSAZMA	SUPERSTITION MAIN
SRVSAZMA	SIERRA VISTA MAIN
SRVSAZNO	SIERRA VISTA NORTH
SRVSAZSO	SIERRA VISTA SOUTH

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Appendix 1: Covered Wire Centers (Continued)

Qwest - Arizona (SAC 455101)

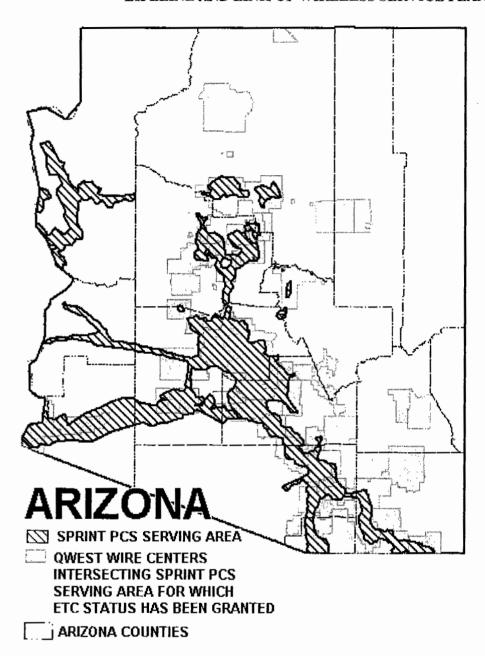
Wire Center Name	CLLI Code
STFDAZMA	STANFIELD
TCSNAZCA	CATALINA
TCSNAZCO	CORTARO
TCSNAZMA	TUCSON MAIN
TCSNAZML	MOUNT LEMMON
TCSNAZNO	TUCSON NORTH
TCSNAZRN	RINCON
TCSNAZSW	TUCSON SOUTHWEST
TCSNAZTV	TANQUE VERDE
TCSNAZWE	TUCSON WEST
TMBSAZMA	TOMBSTONE
TUBCAZMA	TUBAC
VAILAZNO	VAIL NORTH
VAILAZSO	VAIL SOUTH
WCBGAZMA	WICKENBURG
WHTKAZMA	WHITE TANKS
WHTLAZMA	WHITLOW
WLMSAZMA	WILLIAMS
WLTNAZMA	WELLTON
WNBGAZ01	BUCKEYE
YUMAAZSE	YUMA SOUTHEAST

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LIFELINE AND LINK-UP WIRELESS SERVICE PLAN



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